

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 05/23/2007		4. REQUISITION/PURCHASE REQ. NO. GA 070059		5A. TITLE: Professional Legal Services	
5B. PROJECT NO.							
6. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		CODE 9901		7. ADMINISTERED BY (If other than Item 6) AOC - Procurement Division 2nd & D Streets, SW ATTN: Patrick Hunt Room H2-263 WASHINGTON, DC 20515		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. RFP070096	
				X		9B. DATED (SEE ITEM 11) 05/17/2007	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 7 and 14, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE LINE ITEMS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This Amendment No. 01 is issued to add C.2.4 to Section C, STATEMENT OF WORK portion of the Solicitation. Additional text is in bold and underlined.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick Hunt	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

RFP070096

Summary Info Continuation Page

B1

B.1 The Contractor shall provide professional legal services for an analysis of the Architect of the Capitol's responsibility and liability for damages under construction, services, Architectural/Engineering services, supply and property acquisition contracts awarded by the Architect of the Capitol.

Furnish an hourly rate for the following disciplines. Rates to be fully burdened including G&A, OH, profit and any other direct costs:

BASE PERIOD

ITEM No DESCRIPTION HOURLY RATE

001 Partners _____
 002 Senior Associate _____
 003 Junior Associate _____
 004 Claims Analyst _____
 005 Law Clerk _____
 006 Paralegal _____

OPTION YEAR 1

ITEM No. DESCRIPTION HOURLY RATE

007 Partners _____
 008 Senior Associate _____
 009 Junior Associate _____
 010 Claims Analyst _____
 011 Law Clerk _____
 012 Paralegal _____

OPTION YEAR 2

ITEM No. DESCRIPTION HOURLY RATE

013 Partners _____
 014 Senior Associate _____
 015 Junior Associate _____
 016 Claims Analyst _____
 017 Law Clerk _____

018 Paralegal _____

OPTION YEAR 3**ITEM No. DESCRIPTION HOURLY RATE**

019 Partners _____

020 Senior Associate _____

021 Junior Associate _____

022 Claims Analyst _____

023 Law Clerk _____

024 Paralegal _____

OPTION YEAR 4**ITEM No. DESCRIPTION HOURLY RATE**

025 Partners _____

026 Senior Associate _____

027 Junior Associate _____

028 Claims Analyst _____

029 Law Clerk _____

030 Paralegal _____

Rates for disciplines not listed shall be negotiated for each task order.

Professional Legal Services for an analysis of the Architect of the Capitol's responsibility and liability for damages under construction, services, A/E service, supply and property acquisition contracts awarded by the Architect of the Capitol

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	Professional Legal Services for an analysis of the Architect's responsibility and liability for damages under construction services (including professional A&E services), supply, and property acquisition contracts awarded by the AOC.	Total : 1.00	EA	\$	\$
Description: Contract Not to Exceed \$3,000,000.00					

Lump-Sum Price for Base

\$

C1

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL SCOPE OF SERVICES

The Attorney shall provide, under the general supervision and to the reasonable satisfaction of the General Counsel of the Architect of the Capitol (AOC), legal services required for an analysis of the Architect's responsibility and liability for damages under Construction, Services, Professional Architectural and Engineering (A/E) Services, Supply and Property Acquisition contracts awarded by the AOC.

C.2 SPECIFIC SCOPE OF SERVICES

.1 The Attorney shall perform the following services under this contract using his best efforts to complete the services within the fee specified.

.1 Familiarize himself with the factual background of any potential requests for equitable adjustments, including review of all reasonably available documentation in the Architect's files bearing on the situation and review of all contract provisions, including addenda and change orders, studies, technical analyses, reports, scheduling documents, correspondence, and other relevant and reasonably available documentation prepared by third parties bearing upon the dispute;

.2 Interview staff of the Architect and of consultants to the Architect, including but not limited to the scheduling consultant and Architect and Engineers, and attend meetings on the Project; and

.3 Keep the Architect apprised of his progress on a monthly basis.

.2 It is understood and agreed by the parties that:

.1 The Attorney shall use his best efforts to provide the services required within the specified fee;

.2 This contract does not include services with respect to actual disputes under any contract; and

.3 The specified fee represents the party's analysis of the level of effort required for the services, based on a number of factors, but the Attorney cannot guarantee that all required services can be performed under the fee provided, and, if it appears likely that the scope of services cannot be performed within the fee, the Attorney will so notify the Architect at the earliest possible time with an explanation of why the services could not be performed within the fee and the Architect will make a decision as soon thereafter as practicable with respect to modifying or terminating the representation or increasing the fee in order to avoid a lapse in representation at a critical point in the proceedings.

.4 The Attorney shall be responsible for identifying expert witnesses, recommending the retention of such witnesses and providing comments on their proposed fees. Should such witnesses be retained, they will be paid directly by the AOC.

C.4 INCIDENTAL SERVICES, TRAVEL AND EXPENSES

Except as specifically provided, the cost of all services, travel, and other expenses incurred incident of performance of this contract shall be borne by the Attorney.

C.5 LEAD ATTORNEY

The Attorney shall designate a Lead Attorney under this contract satisfactory to the Architect of the Capitol and essential to its performance. All services shall be performed by the Lead Attorney personally or under his direct supervision. Failure of the Lead Attorney to perform or directly supervise the activities under this contract personally shall be a cause for termination of this contract for default.

C.6 BASE WORK

The base work shall consist of the claim analysis, and legal representation.

C.7 OPTIONS

Based upon the analysis, advice, and recommendations of the Attorney, the Architect shall have the option to modify this contract/task order(s) by adding to the Statement of Work the specific services of representing the Architect in any claims and disputes filed under the specified projects, including assistance in the preparation of Contracting Officer's Final Decision, participation in negotiations with counsel for the contractor, representation of the agency before any administrative tribunal involving the dispute, and assist Department of Justice on appeals in Federal Court. The Architect will exercise this option in writing by modification after negotiation of a fee covering the additional services. Nothing in this section shall be construed as obligating the Architect to exercise the option, nor as preventing the Architect from obtaining representation from another firm. This option may be exercised at any time during the period of performance of this contract.